

# Exhibit 5

ABSOLUTE PHASE IV

**AGREEMENT OF PURCHASE AND SALE**

MADE BETWEEN THE UNDERSIGNED:

PURCHASER: MUHAMMAD KAZMI D.O.B. 05 / 12 / 19 84 S.I.N./D.L. [REDACTED]  
PURCHASER: NARJIS KAZMI D.O.B. 05 / 12 / 19 88 S.I.N./D.L. [REDACTED]  
hereinafter referred to collectively or separately as the "PURCHASER"  
and FERNBROOK HOMES (BURNHAMTHORPE) LIMITED (hereinafter called the "VENDOR").

1 The following definitions shall apply to this Agreement:

- (a) "Act" means the Condominium Act, S.O. 1993, C. 19, Chapter 26, and any amendments thereto.
- (b) "Condominium" means the lands and buildings constructed or to be constructed by the Vendor on that certain parcel or tract of land and premises in the City of Mississauga, in the Province of Ontario and being described as Part of Lot 15, Concession 2, R.D.S., Regional Municipality of Peel, as set out in the Declaration.
- (c) "Corporation" means the condominium corporation created upon registration by the Vendor of the Declaration and Description under the Act.
- (d) "Unit" means Unit 6, Level 2, Model 0 Reverse, together with ONE (1) Parking Unit and ONE (1) Locker Unit to be allocated by the Vendor in its sole discretion, being (proposed) units in the Condominium to be located on the lands located at Hurontario Street and Burnhamthorpe Road East, in the City of Mississauga, together with an undivided interest in the common elements and the exclusive use, if any, of those common elements attaching to such unit as set out in the Declaration and as shown on Schedule "U" annexed hereto.

2A. The Purchaser hereby agrees with the Vendor to purchase the above-named Unit on the following terms and conditions:

The Purchase Price of the Unit is THREE HUNDRED AND EIGHTY THOUSAND ONLY Dollars  
(\$ 380,000) in lawful money of Canada and payable to the Vendor as follows:

- (i) DEPOSIT IN THE AMOUNT OF TEN THOUSAND ONLY Dollars  
(\$ 10,000) TO BE SUBMITTED WITH THIS AGREEMENT
- (ii) FURTHER DEPOSIT IN THE AMOUNT OF NIL Dollars  
(\$) BY CHEQUE POST-DATED THIRTY (30) DAYS FROM EXECUTION TO BE SUBMITTED WITH THIS AGREEMENT
- (iii) FURTHER DEPOSIT IN THE AMOUNT OF NIL Dollars  
(\$) BY CHEQUE POST-DATED SIXTY (60) DAYS FROM EXECUTION TO BE SUBMITTED WITH THIS AGREEMENT
- (iv) FURTHER DEPOSIT IN THE AMOUNT OF NIL Dollars  
(\$) BY CHEQUE POST-DATED ONE HUNDRED AND FIFTY (150) DAYS FROM EXECUTION TO BE SUBMITTED WITH THIS AGREEMENT
- (v) the sum of \_\_\_\_\_ Dollars  
(\$) by certified cheque on the Occupancy Date as defined below,
- (vi) all deposits and funds payable on the Occupancy Date shall be payable to the Vendor's solicitors, Goldman, Spring, Kichler & Sanders LLP, in trust, to be held or paid to the Vendor in accordance with the provisions of the Act or any Deposit Trust Agreement entered into with the Taron Warranty Corporation. Any sums held by the Vendor's solicitors may be invested in an interest-bearing trust account or term deposit with all interest earned to be paid to the Vendor and which interest shall not form the basis of any adjustment between the parties. The Purchaser shall receive interest in accordance with the Act.
- (vii) the unpaid balance of the Purchase Price (the "Unpaid Balance") shall be paid on the Closing Date, by certified cheque, subject to the adjustments hereinafter set forth.
- 2B. Subject to the provisions hereinafter contained, the occupancy/leasing of the Unit will be permitted on the 31<sup>st</sup> day of March, 2017.
- 2C. The Purchaser acknowledges that this Agreement is conditional upon the Vendor being satisfied in its sole discretion, with the terms and conditions of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor to provide written notice to the Purchaser to the address shown below, to terminate this Agreement, failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.

The following Schedules are appended hereto and form an integral part of the Agreement herein: Schedule "A", Schedule "C", Schedule "D", Schedule "F", Schedule "X", and Schedule(s) \_\_\_\_\_. The Purchaser acknowledges having read all paragraphs and Schedules of this Agreement.

This Offer shall be irrevocable by the Purchaser until one minute before midnight on the tenth day after its date, after which time if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser, without interest or deduction, except as required by the Act. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

DATED at Mississauga, this 27 day of Dec, 2017.

IN WITNESS WHEREOF I have hereunto set my hand and seal as of the day, month and year above written.

(Witness) \_\_\_\_\_

[Signature] (seal)  
Purchaser

(Witness) \_\_\_\_\_

[Signature] (seal)  
Purchaser

Purchaser's Information:

Home Address 88 RUSSELL JARVIS DR., MARKHAM, ON L3S 4B2  
Suite # \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_  
Telephone (By) \_\_\_\_\_ (H) \_\_\_\_\_  
Facsimile: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Purchaser's Solicitor: \_\_\_\_\_ (Firm) \_\_\_\_\_

THE UNDERSIGNED accepts the above Offer and agrees to complete the transaction in accordance with the terms thereof.

ACCEPTED at Mississauga, this 7 day of Dec., 2017.

Vendor's Solicitors  
Goldman, Spring, Kichler & Sanders LLP  
40 Sheppard Avenue West, Suite 700  
North York, Ontario M2N 6K9  
Tel: (416) 225-9400 Fax: (416) 225-4865  
Attention: Sheldon B. Spring

FERNBROOK HOMES (BURNHAMTHORPE) LIMITED

Per: [Signature]  
Authorized Signing Officer

SCHEDULE "HST"

Notwithstanding anything to the contrary contained in the Agreement of Purchase and Sale to which this Schedule is attached (the "Purchase Agreement"), the undersigned parties hereby expressly acknowledge and agree to the following:

- 1. In this Schedule, unless otherwise set out, capitalized terms shall have the meaning given to them in the Purchase Agreement.
- 2. In Paragraph 37 of Schedule "X" of the Purchase Agreement, the reference therein to the Federal Goods and Services Tax ("GST") payable pursuant to the Excise Tax Act (Canada) (the "GST Legislation") shall be deemed to mean the Harmonized Sales Tax ("HST") payable pursuant to the Excise Tax Act (Canada) (the "HST Legislation"). Any reference to GST in the Agreement of Purchase and Sale shall be deemed to mean HST.
- 3. In the definition of Rebates contained in Paragraph 37 of Schedule X of the Purchase Agreement, it shall be deemed to include all refunds, credits or rebates (including any transitional rebates) or the like which may be available pursuant to the HST Legislation.

Purchaser's Initials: 

NK
NK

**AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE  
ACCEPTED BY THE VENDOR**

BETWEEN: FERNBROOK HOMES (BURNHAMTHORPE) LIMITED (the "Vendor") and  
MUHAMMAD KAZMI AND NARJIS KAZMI (the Purchaser\*)  
[REDACTED] (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above mentioned Agreement of Purchase and Sale dated the 7 day of December 2017 save and except for such change(s) herein, all other terms and conditions of the Agreement shall remain as stated, and time shall continue to be of the essence.

**DELETE:**

NIL

**INSERT:**

This offer shall be irrevocable by Buyer until 16 PM on the 07 day of December 2017 after which time if not accepted this offer shall be null and void and the deposit shall be returned to the buyer in full without interest.

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System. The Buyer Agrees to Submit the Deposit upon acceptance of this offer.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new First Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 05 business days (excluding statutory holidays) after the acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and attachments within 10 days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the third day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The seller confirms that Kitec Plumbing has been installed in the unit. removed from the unit.

The Buyer shall have the right to do Two(2) ~~multiple~~ pre-closing visits of the subject property prior to completion, after the removal of all conditions, at mutually agreed upon times, provided that day before verbal notice is given to the Seller and the Buyer is accompanied by the Buyer's Agent. The Seller agrees to provide access to the property for the purpose of these visits

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction

DATED at MISSISSAUGA, this 07 day of DEC, 2017.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED)  
In the presence of

[Signature]  
Purchaser  
[Signature]  
Purchaser

DATED at MISSISSAUGA this 07 day of DEC, 2017.

FERNBROOK HOMES (BURNHAMTHORPE) LIMITED,

Per: [Signature]  
Authorized Signing Officer  
I have the authority to bind the Corporation.

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE  
ACCEPTED BY THE VENDOR

BETWEEN. FERNBROOK HOMES (BURNHAMTHORPE) LIMITED (the "Vendor") and  
MUHAMMAD KAZMI AND NARJIS KAZMI (the Purchaser)  
[REDACTED] (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above mentioned Agreement of Purchase and Sale dated the 7 day of December 2017 save and except for such change(s) herein, all other terms and conditions of the Agreement shall remain as stated, and time shall continue to be of the essence

DELETE:

MUHAMMAD KAZMI AND NARJIS KAZMI

28 Subject to the provisions hereinafter contained, the proposed occupancy of the Unit will be permitted on the 31<sup>st</sup> day of March, 2017.

INSERT:

28 Subject to the provisions hereinafter contained, the proposed occupancy of the Unit will be permitted on the 29<sup>th</sup> December 2017

Purchase acknowledges and accepts that the suite features and finishes are complete as seen and cannot be changed or substituted

DATED at MISSISSAUGA this 07 day of DEC 2017

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED)

In the presence of

)  
) [Signature]  
) Purchaser  
) [Signature]  
) Purchaser

Purchaser

X

DATED at MISSISSAUGA this 07 day of DEC 2017

FERNBROOK HOMES (BURNHAMTHORPE) LIMITED

Per: [Signature]  
Authorized Signing Officer  
I have the authority to bind the Corporation

X

X



AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE  
ACCEPTED BY THE VENDOR

BETWEEN FERNBROOK HOMES (BURNHAMTHORPE) LIMITED (the "Vendor") and  
MUHAMMAD KAZMI AND NARJIS KAZMI (the Purchaser)  
[REDACTED] (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above mentioned Agreement of Purchase and Sale dated the 07 day of December 2017 save and except for such change(s) herein, all other terms and conditions of the Agreement shall remain as stated, and time shall continue to be of the essence.

DELETE:

NIL

INSERT:

Homeowner accepts all finishes, fixtures and chattels in existing condition, including, but not limited to: Engineered wood floors, All Appliances (Fridge, Stove, Microwave/Hoodfan, Dishwasher, Washer and Dryer), Cabinetry, All kitchen and washroom counter tops, All Wall and Floor Tiles, All Faucets and ~~Plumbing~~ Fixtures, All Swing and Sliding Doors, All Existing Light Fixtures, Window Coverings. There will be no warranty on these items.

~~If Seller has to Replace the Kitec Plumbing on Seller expense.~~

~~Seller warrants that no Kitec plumbing has been installed in the unit.~~

DATED at MISSISSAUGA, this 07 day of DEC, 2017.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED)  
In the presence of

[Signature]  
Purchaser  
[Signature]  
Purchaser

DATED at MISSISSAUGA, this 07 day of DEC, 2017.

FERNBROOK HOMES (BURNHAMTHORPE) LIMITED

Per [Signature]  
Authorized Signing Officer  
I have the authority to bind the Corporation

ACKNOWLEDGEMENT

TO: FERNBROOK HOMES (BURNHAMTHORPE) LIMITED (the "Vendor")  
RE: PURCHASE OF [REDACTED] PHASE IV  
PEEL STANDARD CONDOMINIUM PLAN NO. 930

The undersigned being the Purchasers of the above Unit hereby acknowledge having received the following on the date noted below:

- 1. Disclosure Statement (including Table of Contents);
- 2. Budget Statement for the one (1) year immediately following the registration of the proposed Declaration and Description; 06
- 3. Declaration registered as Instrument No. PR2185011;
- 4. By-Law No. 1, registered as Instrument No. PR2190182;
- 5. By-Law No. 2, registered as Instrument No. PR2190189;
- 6. By-Law No. 3, registered as Instrument No. PR2190195;
- 7. By-Law No. 4, registered as Instrument No. PR2190204;
- 8. the Rules;
- 6. the proposed Management Agreement;
- 7. the proposed Standard Unit Schedule;
- 9. the preliminary draft Plan of Condominium; and
- 10. a copy of the Agreement of Purchase and Sale executed by the undersigned and the Vendor

The Purchaser agrees to accept title subject to the condominium documents notwithstanding that they may have been amended or varied from the proposed condominium documents. The purchaser further acknowledges that the registered condominium documents and final budget statement for the one year immediately following registration of the Condominium may vary from the condominium documents and budget statement given to the Purchaser and the Purchaser acknowledges and agrees that if there is any material amendment to any of them, the Purchaser's only remedies shall be those provided by the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Mississauga this 07 day of DEC 2017

(Witness) \_\_\_\_\_  
Purchasers  
✓ [Signature] \_\_\_\_\_  
(Signed)  
✓ MURTOZA KAZMI \_\_\_\_\_  
(Printed Name)  
(Witness) \_\_\_\_\_  
✓ [Signature] \_\_\_\_\_  
(Signed)  
✓ Nazjis Kazmi \_\_\_\_\_  
(Printed Name) X

X  
X  
X  
X

ABSOLUTE PHASE IV

Schedule is attached. The Purchaser further acknowledges and agrees that any deposit cheques provided to the Vendor upon execution of this Agreement will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada ("ITA"). If the Purchaser is not a resident of Canada for the purposes of the ITA, the Vendor shall be entitled to withhold and remit to Revenue Canada, the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.

41. Receipt Condition

This Agreement is conditional upon the Purchaser attending at the Vendor's sales office and receiving a copy this Agreement of Purchase and Sale executed by the Vendor and the Purchaser (the "Executed Agreement"), and executing an Acknowledgment confirming same within two (2) business days of the Vendor verbally advising the Purchaser at the telephone number listed on the front page of this Agreement of Purchase and Sale, that the Executed Agreement is available for pick up. In the event that the Purchaser fails to attend at the Vendor's sales office within the time so limited, the Vendor shall have the right to terminate this Agreement whereupon the deposit monies paid herein shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility whatsoever hereunder. The foregoing condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole and absolute discretion at any time.

42. Power of Attorney

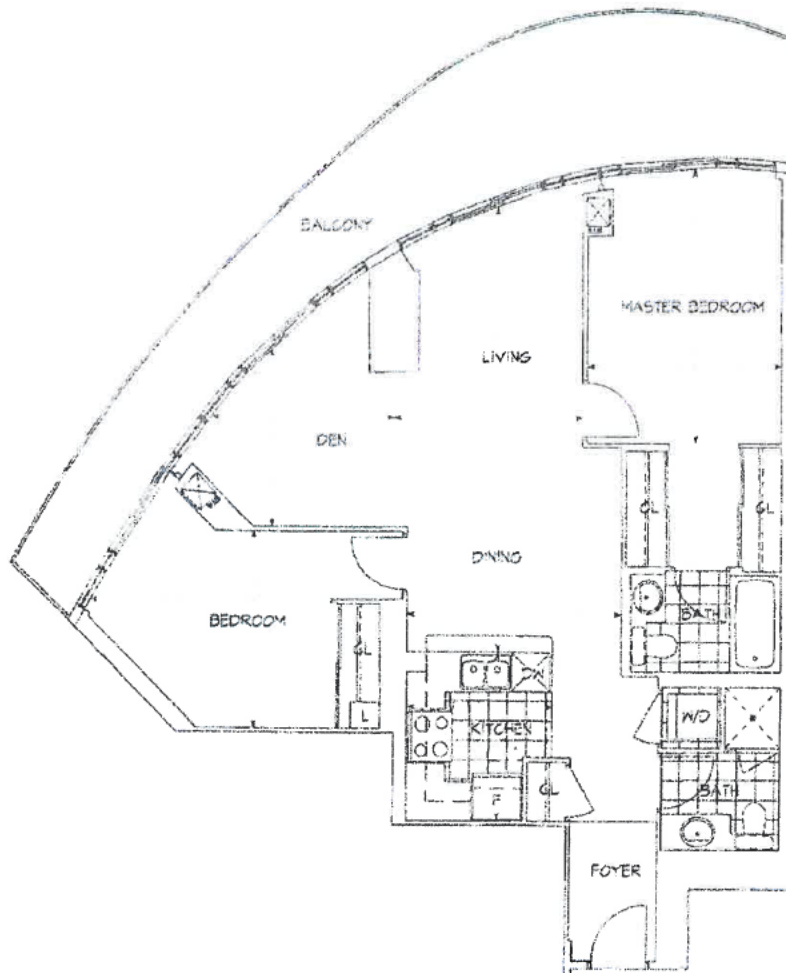
If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the applicable Land Titles office, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.

Purchaser's Initials	<div style="border: 1px solid black; padding: 2px; display: inline-block;">MK</div>
Purchaser's Initials	<div style="border: 1px solid black; padding: 2px; display: inline-block;">NK</div>
Vendor's Initials	<div style="border: 1px solid black; padding: 2px; display: inline-block;">JBR</div>



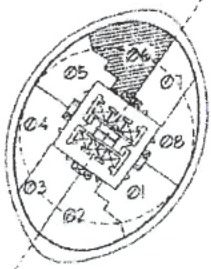


SCHEDULE D



## Model Q

Suite area:	1010 ft <sup>2</sup>
Balcony area:	270 ft <sup>2</sup>
Total:	1280 ft <sup>2</sup>

[illegible]

Dimensions, specifications, sizes, layouts and location of materials and fixtures are approximate only and are subject to change without notice. E & O. The patterns may vary. Window sizes and location may vary. All illustrations are artist's concepts. Actual usable floor space varies from stated floor area. The provisions of Schedule "C" of this agreement, including sections 6 and 38, apply to this Schedule "C".